

# M

CHFP041

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\* insert full name  
of company

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continuation sheet  
410cs

COMPANIES FORM No. 410(Scot)

## Particulars of a charge created by a company registered in Scotland

# 410

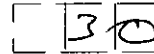
A fee of £13 is payable to Companies House in respect of  
each register entry for a mortgage or charge

Pursuant to section 410 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number



SC48050

Name of company

Gladedale Capital Limited (the **Pledgor**)

Date of creation of the charge (note 1)

1 September 2009

Description of the instrument (if any) creating or evidencing the charge (note 1)

Shares Pledge (the **Pledge**)

Amount secured by the charge

The Secured Liabilities.

Please see Paper Apart for definitions.

Names and addresses of the persons entitled to the charge

Bank of Scotland plc, The Mound, Edinburgh EH1 1YZ (as **Security Agent**)

Presenter's name, address, telephone  
number and reference (if any):

Dundas & Wilson CS LLP  
191 West George Street  
Glasgow  
G2 2LD

For official use (05/2009)

Charges Section

Post room

TUESDAY



\*SFWB6DA7\*

SCT

15/09/2009

1268

COMPANIES HOUSE

3/1

Short particulars of all the property charged

The Pledged Assets.

Please see Paper Apart for definitions.

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the prescribed  
continuation  
sheet 410cs

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision (note 2)

N/A

Particulars as to commission, allowance or discount paid (see section 413(3))

N/A

A fee is payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge.  
(See Note 5)

Signed David E. Mark for Quaker & Wills LLP Date 18 September 2009

On behalf of [company] [chargee] †

† delete as  
appropriate

**Notes**

1. A description of the instrument e.g. "Standard Security" "Floating Charge" etc, should be given. For the date of creation of a charge see section 410(5) of the Act. (Examples - date of signing of an Instrument of Charge; date of recording/registration of a Standard Security; date of intimation of an Assignment.)
2. In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/ or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.
3. A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge. In the case of a charge created out of the United Kingdom comprising property situated outside the U.K., within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the U.K. Certified copies of any other documents relevant to the charge should also be delivered.
4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.
5. A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is: Companies House, 139 Fountainbridge, Edinburgh EH3 9FF.  
DX 235 Edinburgh or LP-4 Edinburgh 2

**This is the Paper Apart referred to in the foregoing Form 410 relative to a Shares Pledge by Gladedale Capital Limited in favour of Bank of Scotland plc**

**Definitions:**

**Company** means Quartermile Estates Limited (Company Number SC288158) having its registered office at 15 Lauriston Place, Edinburgh EH3 9EN.

**Commercial Facility Agreement** means the facilities agreement dated 1 September 2009 and made between, amongst others, the Parent, Terret Commercial Limited as borrower, the Original Guarantors under and as defined therein, Bank of Scotland plc as the arranger, Bank of Scotland plc as security agent and the persons named in that facility agreement as Lenders.

**Commercial Finance Documents** means the Finance Documents under and as defined in the Commercial Facility Agreement.

**Commercial Obligors** means the Obligors under and as defined in the Commercial Facility Agreement.

**Commercial Secured Parties** means the Secured Parties under and as defined in the Commercial Facility Agreement (and Commercial Secured Party shall be construed accordingly).

**Decoupling Event** means the giving of notice by the Security Agent to the Parent pursuant to Clause 3 of the Intercreditor Agreement.

**Facility Agent** means Bank of Scotland plc as facility agent for the lenders under the Commercial Facility Agreement.

**Intercreditor Agreement** means the intercreditor agreement dated 1 September 2009 and made between (amongst others) the Parent, the Security Agent and the Facility Agent.

**Parent** means Terret Group Limited (Company number 6986776).

**Pledged Assets** means the Shares which are to be transferred, or which have been transferred, to the Security Agent or its nominees, and all other stocks, shares or securities (if any) which are hereafter transferred or delivered to Security Agent to be held subject to the terms and conditions of the Pledge.

**Residential Facilities Agreement** means the facilities agreement dated 1 September 2009 and made between, amongst others, the Parent, Terret Residential Limited as borrower,

Bank of Scotland plc as the arranger, Bank of Scotland plc as security agent and the persons named in that facility agreement as Lenders.

**Residential Finance Documents** means the Finance Documents under and as defined in the Residential Facilities Agreement.

**Residential Obligors** means the Obligors under and as defined in the Residential Facilities Agreement.

**Residential Secured Parties** means the Secured Parties under and as defined in the Residential Facilities Agreement (and **Residential Secured Party** shall be construed accordingly).

**Secured Liabilities** means:

- (a) all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Commercial Obligor to any Commercial Secured Party under any Commercial Finance Document; and
- (b) (up to and until the occurrence of a Decoupling Event) all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Residential Obligor to any Residential Secured Party under any Residential Finance Document.

**Shares** means 1 ordinary share of £1 each in the Company.



**FILE COPY**

**CERTIFICATE OF THE REGISTRATION  
OF A CHARGE**

COMPANY NO. 48050

CHARGE NO. 30

I HEREBY CERTIFY THAT A CHARGE CREATED BY  
GLADEDALE CAPITAL LIMITED

ON 1 SEPTEMBER 2009

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF BANK OF SCOTLAND PLC

WAS DELIVERED PURSUANT TO SECTION 410 OF THE  
COMPANIES ACT 1985 ON 15 SEPTEMBER 2009

GIVEN AT COMPANIES HOUSE, EDINBURGH 16 SEPTEMBER  
2009



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

